

**LIMITED POWER OF ATTORNEY**  
**(Multiple Principals)**

STATE OF TEXAS     )  
                              ) SS:  
COUNTY OF DALLAS )

The undersigned (each a "Principal" and collectively referred to as "Chase"), each with an office at 3415 Vision Drive Columbus, OH 43219, acting by and through their duly authorized officer, do each hereby make, constitute, and appoint National Default REO Services, a Delaware Limited Liability Company, d/b/a First American Asset Closing Services, a California corporation ("Attorney in Fact"), as its true and lawful attorney-in-fact in its name, place, and stead to do and perform acts as enumerated below relating to the management and disposition of REO Properties (as hereinafter defined) located in Dallas, County, Texas.

This Limited Power of Attorney arises out of a certain Master Services Agreement, Master Procurement Agreement, or other similar services agreement as amended from time to time pursuant to any Schedule or other amendment (the "Agreement"), by and between Chase, any individual Principal, or any affiliate thereof, and Attorney in Fact, whereby Attorney in Fact has agreed to manage, market, sell and convey 1-4 family residential real estate properties that have been acquired by any Principal (or a predecessor-in-interest) pursuant to foreclosure, power of sale, deed-in-lieu of foreclosure or other similar process (such properties being collectively referred to as "REO Properties"). Chase does hereby grant to Attorney in Fact the power and authority to do and perform, in its place and stead, any and all lawful acts, matters and actions it deems necessary, proper or convenient in connection with the management, marketing and disposition of REO Properties pursuant to the Agreement, including, but not limited to, entering into and executing documents, contracts and agreements for the:


1. securing, preservation, maintenance and repair of REO Properties;
2. marketing and sales of REO Properties, including listing agreements, purchase agreements, and addenda related thereto;
3. closing, transfer and conveyance by a Principal of its REO Properties to purchasers under bona fide purchase and sale agreements, including deeds, affidavits, bills of sale, title transfers, settlement statements, closing statements, certifications and disclosures.

Notwithstanding anything contained herein to the contrary, the rights and powers granted by this Limited Power of Attorney expressly do not include the following: granting or releasing real or personal property liens or encumbrances; initiating, defending or appearing in any judicial or administrative proceeding; entering into or granting any loan, mortgage or other indebtedness; entering into any guaranty, surety obligation, bond, indemnity or other similar undertaking for any party; settlement or compromise of any claim, action or chose-in-action either in favor of or against Chase or any affiliate thereof; entering into any agreement pertaining to retail, commercial or multi-family real estate or facilities, or; entering into, modifying or terminating any lease or occupancy agreement.

The authority of Attorney in Fact to exercise the rights and powers herein granted shall commence and be in full force and effect on the date this Limited Power of Attorney is signed by the undersigned, and such rights and powers herein shall be in full force and effect until revoked by the undersigned, and all persons dealing with its said Attorney in Fact shall be entitled to rely on such authority unless such person has actual knowledge of the revocation of this Limited Power of Attorney by Chase (or its successor in interest), or until a written revocation is filed in the real property records of the county or town where this Limited Power of Attorney has been previously filed, as required by applicable law. Notwithstanding the foregoing, this Limited Power of Attorney shall expire, if not sooner terminated, on the third (3rd) anniversary of the execution date hereof.

The undersigned hereby certifies that he/she is the duly authorized officer of each Principal signing this Limited Power of Attorney, and is executing this Limited Power of Attorney pursuant to proper authority of the Board of Directors thereof, and that all necessary action for the execution and delivery of this instrument has been taken and done.

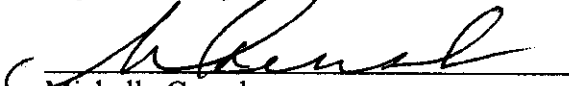
Executed this 16 day of May, 2008

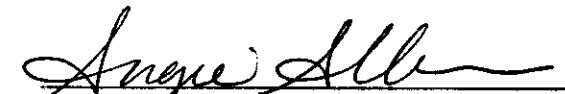
  
 Rodney Wylie Vice President  
 (printed name)

Authorized Vice President of:

CHASE BANK USA, N.A.  
 HOMESALES, INC., A DELAWARE CORPORATION  
 CHASE HOME FINANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
 JPMORGAN CHASE BANK, N.A.

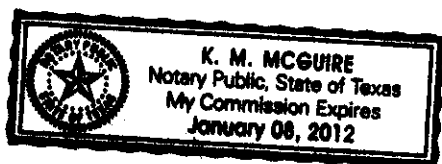
Signed in the presence of:

  
 Michelle Crenshaw

  
 Angie Allen  
 (printed name and title)

STATE OF TEXAS            )  
                                       ) SS:  
 COUNTY OF DALLAS        )

This instrument was acknowledged before me this 16 day of May, 2008, by Rodney Wylie, the Vice President of Chase Bank USA, N.A., Homesales, Inc., a Delaware Corporation, Chase Home Finance, LLC, a Delaware Limited Liability Company, and JPMorgan Chase Bank, N.A., on behalf of said Principals.



  
 Notary Public K.M. McGuire

My Commission expires: January 08, 2012  
 Commission No. 126370577

AFTER RECORDING RETURN TO:

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 \_\_\_\_\_  
 \_\_\_\_\_

*Prepared by & return to:*

**Leslie B. Shumake, Jr.**  
 Attorney at Law  
 6915 Crumpler Blvd., Ste. G  
 P.O. Box 803  
 Olive Branch, MS 38654  
 662-895-5565

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF  
NATIONAL DEFAULT REO SERVICES, LLC, d/b/a FIRST AMERICAN ASSET  
CLOSING SERVICES, IN LIEU OF SPECIAL MEETING**

Pursuant to the authority contained in Delaware law and the bylaws of National Default REO Services, LLC, d/b/a First American Asset Closing Services ("The Company"), the undersigned, being the Managers of the Company, do hereby adopt the following resolutions with the same force and effect as though adopted at a special meeting of the Managers duly called and held:

WHEREAS, Chase Bank USA, N.A., Homesales, Inc., a Delaware Corporation, Chase Home Finance, LLC, a Delaware Limited Liability Company, and JPMorgan Chase Bank, N.A. ("Chase"), has, by limited powers of attorney, appointed the Company as its agent to handle certain matters relating to the sale and disposition of certain of its real estate owned assets as well as the sale and disposition of mobile homes, modular homes or manufactured homes; and

WHEREAS, the form of power of attorney appoint the Company is attached hereto as Exhibit A; and

WHEREAS, Managers desire to specify certain employees of the Company to act as an authorized officers of the Company to act as agent for Chase in accordance with the terms of the power of attorney.

NOW THEREFORE, BE IT RESOLVED, that the following employees of the Company are hereby appointed to act as agent for Chase in accordance with the terms of the power of attorney:

Kristen Songrath	Vice President
Jesse Borrego	Vice President
Kirsten Gilchrist	Vice President
Dan Outland	Vice President
Jeff Schmidt	Vice President
Yadira Capacete	Vice President
Tom Gower	Vice President
Mark Jones	Vice President
Cecilia Ramirez	Vice President
Diane Erickson	Vice President
Margarita Mejia	Vice President
Michelle Barisdale	Vice President
Karina Budrewicz	Vice President
Melissa Luera	Vice President
Vilma Salas	Vice President
Lesa Wachter	Vice President
Matthew Hennebury	Vice President
Amelia Hamilton	Vice President
Barbara Cavazos	Vice President
Jessica Ramirez	Vice President

FURTHER RESOLVED, that all action of every kind taken by said employees of the Company, pursuant to said power of attorney prior to the date of this consent be and it hereby is authorized, adopted, approved, ratified, and confirmed.

This Action by Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This written consent shall be filed in the Minute Book of the Company and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned directors have executed this written consent effective as of this 18th day of January, 2007.



David Hancock  
Chief Financial Officer



Patrick McLaughlin  
President